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Mary E. Fredrichsen * DECLARATION OF PROTECTIVE COVENANTS
 * FOR DOLENCE ESTATES WEST SECOND FILING
 * A SUBDIVISION, THE S 1/2 SE 1/4 OF SECTION 33,
 * T 14 N., R. 64 W., OF THE 6TH P.M., LARAMIE
 * COUNTY, WYOMING.
 *
 *
 *
 The Public * Dated
 *
 * Recorded

KNOW ALL MEN BY THESE PRESENTS: That Dolence Estates West Second Filing is a residential subdivision, of Section 33, Township 14 North, Range 64 West, of the 6th P.M., a plat of which is on file in the office of the County Clerk, and ex-officio register of deeds of Laramie County, Wyoming; that said premises are now owned, and controlled and held by Mary E. Fredrichsen and that she does hereby declare, covenant and agree that any subsequent grants of any lots, or blocks of Dolence Estates West Second Filing shall be subject to the covenants, restrictions and conditions herein after set forth.

1. These covenants shall be the instrument by which an Architectural Control Committee (herein after "Committee") for Dolence Estates West is created. There shall be a minimum of two persons on the Committee. The responsibility of the Committee shall be the implementation of the intent of the covenants contained herein. The Committee may at its discretion, and from time to time, interpret this provision, determine if the provisions thereof are being complied with, and enforce or cause the enforcement hereof. The Committee is composed of the following persons: Mary E. Fredrichsen and Brent J. Dolence. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee may be replaced at any time by a majority vote of the then existing owners (party (s), of the second part) with one vote being allotted for each tract owned.

2. No structure other than one private single family dwelling, together with a private garage and suitable barn or shed for horses for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any such residential tract.

No trade, business, manufacture, sales, or nuisance of any kind shall be carried on or permitted to remain on any such residential tract. Prior to any construction, including fencing, party(s) of the second part shall determine the exact boundaries of the property purchased, if necessary. The same have been previously located by a registered professional land surveyor of Wyoming.

3. No structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuildings shall be used on any tract as a family dwelling, either temporary or permanently. This covenant is not intended to prohibit a modular or mobile home, meeting the requirements of paragraph 4 herein, and which shall be located on a permanent concrete or masonry foundation and meet Federal housing Administration or Housing and Urban Development standards. Wheel assemblies shall be removed from pre-manufactured homes. (However, this covenant shall not restrict the Architectural Control Committee approved building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings within the Dolence Estates West Second Filing subdivision. No evidence of the contractor's or developer's activity shall be allowed to remain in Dolence Estates West Second Filing if the contractor or developer ceases to do business in Dolence Estates West Second Filing. The Architectural Control Committee shall have sole discretion to determine if the contractor or developer has ceased to be a viable business entity.

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4. No parcel of land in the tract shall be divided, subdivided, split or sold in any manner what-so-ever after the official plat has been filed, and further, no more than one residence, together with such other buildings as provided for in (2) above, shall be placed, or allowed to remain upon, any such tract or parcel.

5. The principal dwelling shall be a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage, of 1,000 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 850 feet of ground floor area, providing that the total living area of the 1 1/2 or 2 floors is not less than 1,200 square feet. All dwellings shall have a minimum width of 14 feet.

6. No building shall be located on any tract within sixty (60) feet of any boundary line.

7. No non-agricultural trade, business and manufacturing may be conducted upon the land within the subdivision. No activity of a noxious nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighbors.

For this purpose of this section, but not limited to the accumulation of rubbish, unlicensed or junk vehicles, waste products and salvage materials among other things shall be considered a nuisance. Trash garbage and waste shall be deposited in clean, sanitary containers.

8. Sewage shall be disposed of only by and through a septic system, of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health and the Laramie County environmental Health standards. No Septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged or permitted to drain into a body of water in or adjacent to the property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of modern flush type, and connected with a proper septic tank system.

9. No sign of any kind shall be displayed to the public view, except, however, one sign of not more than twelve (12) square feet may be used to advertise the property for sale or rent or be used by a builder to advertise the property during construction and sales period. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from September 3, 1998, after which time said covenants shall automatically extend for successive periods of ten (10) years unless and instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

11. No structure will be placed within 60 feet, (sixty feet) of any roadway or right-of-way fence.

12. No inoperative private automobiles, machines or rubbish shall be placed and /or allowed to remain on any lot for more than thirty (30) days, unless properly stored, so as not to be defined as a nuisance.

13. Rubbish, Garbage and other wastes shall be kept and disposed of in a sanitary manner. No tract or easement shall be used or maintained as a dumping ground. All containers or other refuse shall be kept in a neat, clean sanitary condition. Burning of trash shall be permitted only in containers designed for that purpose at such time of the year as it shall not constitute a fire hazard. All burning and/or rubbish of refuse disposal shall be in compliance with applicable governmental regulations which may require permits or permission from applicable agencies.

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14. Under no circumstances shall a fence be installed unless its location on the lot and the materials from which it is to be constructed are approved by the Architectural Control Committee. Permission to construct or alter a fence shall not be considered to be a waiver of any other sections of this covenant.

15. Commonly accepted domestic household pets and horses may be kept, provided they are not a nuisance to adjoining property owners. Dogs may be kept on the premises so long as they are securely confined in an enclosure such as a pen, restricted by a suitable leash or chain or rope, have been properly trained and are at all times within the control of the owner under voice command. No dog (s) shall be allowed to run at large. Under no circumstances will any owner be allowed to raise any animals for commercial use. Other types of animals or poultry must be approved on an individual basis by Architectural Control Committee.

The raising or keeping of livestock for 4-H, FFA, school projects or recreational purposes, will be permitted provided that the animals are properly controlled to prevent damage to the tract or other properties. The control shall consist of an adequate fence to keep the animals within the tract and penning and feeding facilities so that the native grasses are not over-grazed to the point of loss of ground cover.

Complaint of overgrazing, or other damage to the native ground cover, shall be referred to the Architectural Control Committee. If the Architectural Control Committee determines that livestock are, in fact, being grazed to at the detriment of the ground cover, it can require that the animals be penned and fed until such time as sufficient ground cover has been restored. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Pets must have the shots required by existing law.

Maintenance of horses and pets upon the premises shall be upon the following conditions:

- (1) The premises shall be maintained in a clean and sanitary condition.
- (2) The premises shall not be overgrazed nor the character of the premises changed or destroyed. The animals shall be maintained in a good and husbandlike manner.
- (3) The animals shall not be permitted to run at large and must be strictly confined to the owners's property by an approved fence.

16. All property owners, for the benefit of the general public, must keep their property in a sound state of repair or condition which is complimentary to the area and in equal or better condition than adjacent properties. Any owner of property, who in the opinion of the Architectural Control Committee does not keep his property and improvements thereon in a sound state of repair or condition, may be given notice by said Committee in writing listing the specific improvements to be made and recommending that said property and improvements be brought up to a good state of repair or condition within a specified period of time.

17. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee. Provided, however, that if the approving authority fall to approve or disapprove such plans and specifications with fortyfive (45) days after same have been submitted, or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, such approval shall not be required.

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18. Enforcement by the Architectural Control Committee shall be by any proceeding of law or by equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

19. Invalidation of any one of these restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

DOLENCE ESTATES WEST SECOND FILING

Mary E. Fredrichsen
Mary E. Fredrichsen

State of Wyoming)
County of Laramie -)

The foregoing instrument was acknowledged before me this 22nd day of September, 1998 by Mary E. Fredrichsen.

Witness my hand and official seal.

5-14-99
My Commission Expires

Charlotte Ware Maglee
Notary Public

